

## HAMILTON COUNTY BOARD OF COMMISSIONERS

AUGUST 27, 2001

Board of Finance: (Tape 1, #1181)

The Hamilton County Board of Finance was called to order by President Holt. A quorum was present of Commissioner Steven A. Holt, Commissioner Sharon R. Clark, Commissioner Steven C. Dillinger and County Treasurer Sally Wilson. Ms. Wilson asked the Board of Finance be tabled for two weeks. Dillinger motioned to table the Board of Finance meeting for two weeks. Clark seconded. Motion carried unanimously.

Hamilton County Board of Commissioners: (Tape 1, #1204)

The Hamilton County Board of Commissioners met on Monday, August 27, 2001 in the Commissioners Courtroom in the Hamilton County Judicial Center, Noblesville, Indiana. The Commissioners met in Executive Session. President Dillinger called the public meeting to order. A quorum was declared present of Commissioner Steven C. Dillinger, Commissioner Steven A. Holt and Commissioner Sharon R. Clark. The Pledge of Allegiance was recited by everyone.

Approval of Executive Session Memorandum:

Clark motioned to approve the Executive Session Memorandum of August 27, 2001. Holt seconded. Motion carried unanimously.

Approval of Minutes:

Clark motioned to approve the minutes of July 13, 2001 and August 13, 2001. Holt seconded. Motion carried unanimously.

Bid Openings: (Tape 1, #1260)

146th Street/US 431 Ramps Project:

Mr. Michael Howard opened the bids for HCHD #PR-00-0002, 146th Street & SR 431 Ramps, Phase I. All bids included Form 96, Non-Collusion Affidavit, Bid Bond, Financial Statement and Acknowledgment of Addendums (3) unless otherwise specified. 1) Calumet Asphalt - \$515,640.00. 2) E&B Paving - \$496,506.49. 3) Hunt Paving - \$515,640.00. 4) Dave O'Mara Contractors - \$409,212.00. 5) Rieth Riley Construction Co., - \$530,560.00. 6) Milestone Contractors - \$510,594.64. 7) Hunt Paving - Highway Department stated Hunt Paving is not pre-qualified and the bid will be returned unopened under the bid specifications. Mr. Jim Neal stated the asphalt paving items are over 50% of this contract and the specifications state the bidder has to be pre-qualified under State standards. Mr. Howard recommended the bids be referred to the Highway Department for review and recommendation later in today's meeting. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Small Structures:

Mr. Howard opened the bids for HCHD #PB-99-0015, Seven Small Structures. Form 96, Non-Collusion Affidavit, Bid Bond, Financial Statement and Acknowledgment of Addendums (2) are included unless otherwise specified. 1) Shutt-Lookabill - \$1,004,737.04. 2) Rieth Riley - \$1,175,637.60. Acknowledgment of the Addendum was not apparent. 3) Edsam Construction, Inc. - \$945,680.12. 4) Fox Contractors - \$1,148,093.15. 5) Smock Fansler - \$1,015,785.40. 6) Harvey Construction - \$1,175,534.75. Mr. Howard recommended the bids be forwarded to the Highway Department for review and recommendation at the next meeting. Clark motioned to approve. Holt seconded. Motion carried unanimously.

Shelborne Road Extension: (Tape 1, #1740)

Ms. Barbara VanWyck, would like to open negotiations with the Board of Commissioners for the purchase of her home. She lives at 15820 Little Eagle Creek Avenue. This is where Shelborne Road ends on Little Eagle Creek Avenue. Ms. VanWyck stated she understands the need to plan for the future and for the extension of Shelborne Road to SR 32 as shown on the Hamilton County Thoroughfare Plan. She will be unable to sell her home because of this plan and she would like the County to purchase her home so she can get on with her life. Her daughter is going to school out of her district and she has to pay tuition and take her to school because she can not sell her home to move into that district. Dillinger asked why can you not sell your home? Ms. VanWyck stated she has spoken to realtors and because the County has approved the plans to extend Shelborne Road, the plan goes right through her home and property, so no one will buy her house. Mr. Locke stated this is not an active project. This is a Thoroughfare Plan planning process, which we have done throughout the county. This situation could apply in thousand of places throughout the county. This road is not tentatively scheduled for construction. The plan is to reserve right-of-way if a development comes through. We do not have any idea if it will be 5 years, 10 years or 30 years away. At this point, without having an active project, he does not see anyway that we can afford to buy a home. Mr. Howard stated there are issues - if you plan far enough ahead, then people who may not be bothered for 30 years believe they are affected by the plan. If you don't plan far ahead, people buy property and then want to know why you did not tell them you had a plan. From a legal standpoint it is the question of planning a taking. Courts around the country have held that units may and should plan. If this becomes an apparent project then all of the State and Federal laws concerning property compensation will come into play. Drawing a plan, in and of itself, is not a taking. Ms. VanWyck stated she understands all of this, but she also understands on the Thoroughfare Plan Shelborne Road extension has gone from a dotted line to a solid line. Legally she has to disclose this plan to any potential buyers. Her hands are tied and she is asking the Commissioners to work with her. Clark asked if we have set precedent of protective buying? Mr. Howard stated we have done some. This is a discretionary issue. Clark stated Ms. Van Wyck called her 3-4 years ago when we did the Thoroughfare Plan, when it was dotted lines. When we have an actual line, this jeopardizes her opportunity to sell. Ms. VanWyck stated she feels she is backed up to a wall. She was aware of it when she bought the property. When she called the Highway Department at that time she was told not to worry about it. Dillinger asked how long have you been there? Ms. VanWyck stated 5 ½ years, in the neighborhood for 12 years. This has been a hardship on her. She is a single parent and the extra time and money she has to spend is hard. Clark asked what are the realtors telling her? Ms. VanWyck stated she has been told it will be very difficult, if not impossible, to get fair market value for her home because nobody knows how long it will be there. Clark asked what would it take from this Board to be of some help to Ms. VanWyck? Mr. Howard stated a resolution to have the property appraised and a confirming resolution from Council to acquire the right-of-way. Mr. Locke asked Ms. VanWyck if she has tried to put the house on the market? Ms. VanWyck stated no, it did not seem to make sense to her to do that. She wanted to speak with the Commissioners first. Holt motioned to ask Mr. Knapp to go out and have a conversation with Ms. VanWyck to see if there might be a potential meeting of the minds. Clark seconded. Motion carried unanimously.

#### Dick Frost Comments:

Mr. Dick Frost addressed the Commissioners. He has to leave and he will make his presentation at the next meeting. He did not see on the agenda where county residents can speak. Dillinger stated not unless they are on the agenda.

#### Plat Approvals:

Village of West Clay, 3001 Block J

Village of West Clay, Section 5006 A:

Mr. Steve Broermann stated he has two plats for approval, Village of West Clay, Section 3001 Block J and Village of West Clay, Section 5006 A. Clark motioned to approve. Holt seconded. Motion carried unanimously. Holt asked if either of those impact Towne Road. Mr. Broermann stated no.

Letter of Thanks:

Clark passed on a letter of thanks to the Highway Department from the Hamilton County Cemetery Commission.

Highway Business: (Tape 1, #2408)

Brookside Subdivision Interlocal Agreement:

Mr. Locke requested approval of the Interlocal Agreement with the Town of Westfield for Brookside Subdivision be approved. Clark motioned to approve. Holt seconded. Motion carried unanimously. Mr. Howard asked to review the agreement.

Road Cut Permits:

Mr. Locke requested approval of Open Road Cut Permits. 1) P2001442 - Indianapolis Water Company in Pleasant Way 1. crossing Colony Court from 15' N. CL to 15' S. CL to extend water services. 2) P2001446 - Indianapolis Water Company in Haverstick Road 1. crossing 98th Street N. To S 2. crossing Pleasant Way West from N to S to extend water services. 3) P2001448 - Indianapolis Water Company in 98th Street 1. crossing Pleasant Way 2. crossing Haverstick Road 3. crossing Chesterton 4. crossing Chambray to extend water services. 4) P2001451 - Indianapolis Water Company in Woodbriar from the point approximately 30' north 98th Street to the point 210' north to extend water services. 5) P2001461 - Indianapolis Water Company in 98th Street 1. crossing Wild Cherry Lane. 2. crossing Lincoln Blvd. 3. crossing Kittrell Avenue to extend water services. 6) P2001464 - Indianapolis Water Company in Sunnymeade Lane crossing Colony Court from south to north to extend water services. 7) P2001543 - Indianapolis Water Company in Woodbriar from 12' north of CL of 98th Street to 12' south CL of 98th Street to extend water services. 9) P2001626 - Vectren Energy Delivery at 770 E. 106th Street to replace service due to gas leak. Work completed as an emergency. Clark motioned to approve. Holt seconded. Motion carried unanimously.

Acceptance of Bonds/Letters of Credit - Highway Department:

Mr. Locke requested acceptance of Bonds/Letters of Credit for the Highway Department. 1) HCHD #B01-0110 - Safeco Insurance Company Annual Permit Bond #6112697 issued on behalf of Marathon Ashland Pipe Line LLC in the sum of \$25,000 to expire August 8, 2002. 2) HCHD #B-01-0111 - Fidelity & Deposit Company Permit Bond #08151873 issued on behalf of Paragus Construction Company, Inc. in the sum of \$5,000 to expire July 26, 2002. 3) HCHD #B-01-0113 - Fidelity and Deposit Company Permit Bond #08151874 issued on behalf of Paragus Construction Company, Inc. in the sum of \$15,000 for work at 2920 E. 96th Street to expire July 26, 2002. 4) HCHD #B-01-0114 - United States Fidelity and Guaranty Company Performance Bond #SG2111 issued on behalf of Erber & Milligan Construction Company, Inc. in the sum of \$408,531.80 for Bridge #34, 96th Street over Williams Creek in Clay Township, to expire August 17, 2003. 5) HCHD #B-01-0115 - Fidelity and Deposit Company Maintenance Bond #08596503 issued on behalf of Brenwick Development Company, Inc. in the sum of \$24,577 for asphalt and curbs in section 5006A, Village of West Clay to expire August 20, 2004. 6) HCHD #B-01-0016 - Fidelity and Deposit Company Maintenance Bond #08596502 issued on behalf of Brenwick Development Company, Inc. in the sum of \$3,516 for asphalt and curbs in Section 10011, Village of West Clay to expire August 20, 2004. 7) HCHD #B-01-0117 - Erie Insurance Company Annual Permit Bond #Q926470112 issued on behalf of Cameron Excavation in the sum of \$25,000 to expire August 14, 2002. 8) HCHD #B-01-0018 - United States Fidelity and Guaranty Company Performance Bond #400SI6457 issued on behalf of Calumet Asphalt Paving Co., Inc. in the sum of \$24,677 for the street in the public right-of-way of Section 5006A in the Village of West Clay to expire August 21, 2003. 9) HCHD #B-96-0066 - State Auto Insurance Companies Annual Permit Bond #6690760 issued on behalf of Up-Grade Excavating, Inc. in the sum of \$25,000 to expire July 12, 2002. Clark motioned to approve. Holt

seconded. Motion carried unanimously.

Release of Bonds/Letters of Credit - Highway Department:

Mr. Locke requested release of a Bond for the Highway Department. 1) HCHD #B-01-0106 - Western Surety Company Performance Bond #69201213 issued on behalf of Jason Bynum and John S. Bynum dba Rhino Trucking and Excavating in the sum of \$9,500 to demolish a 2-story dwelling and garage plus grading of lot. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Subdivision Inspection Agreements:

High Grove, Section 2:

Mr. Locke requested acceptance of Subdivision Inspection Agreement HCHD #A-01-0009 for High Grove Subdivision, Section 2. The agreement is with the owner Estridge Development and United Consulting Engineers & Architects in the amount of \$5,500.00. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Village of West Clay, Sections 8501, 6502, AG01 and AG02:

Mr. Locke requested acceptance of Subdivision Inspection Agreement HCHD #A-01-0010 for Village of West Clay, Sections 8501, 6502, AG01 and AG02. The agreements are with the owner Brenwick, LLC and USI Consultants in the amount of \$7,800.00. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Permit for Driveway - Darin Griesey: (Tape 1, #2689)

Mr. Darin Griesey, 10111 E. 206th Street, stated the Highway Department has denied a permit for a driveway that has been installed prior to the getting a permit. Mr. Griesey stated he is requesting a permit for the driveway. He contracted with a local contractor to install the driveway, which the contractor has done. Mr. Griesey was then notified by the Highway Department that he did not have a permit. Clark asked why would Mr. Griesey require traffic direction? Mr. Griesey stated Mr. Lucas of the Highway Department had indicated to him that if he could slow down traffic that would be a viable solution. Mr. Lucas' main concern was the left hand turns. This driveway will not be used more than twice a month. Dillinger asked if there is some reason you can not take off your current driveway to get to the barn? Mr. Griesey stated no, there are trees blocking it. Holt stated looking at the aerial photo, if you did a curve from your current driveway to the west, it would impact very little. Mr. Griesey stated there are trees, one in front of the garage and to the west is a 100' pine tree that would be difficult to negotiate through there. Clark asked Mr. Lucas how dangerous is this 50' difference? Mr. Lucas stated we follow ASHTO Standards and they are figured on 5.5 seconds reaction time in a 40 mph zone. The difference in the 50' is approximately 20% reaction time. Clark asked Mr. Griesey if his contractor has offered any help or solution. Mr. Griesey stated his contractor indicated he has never had to get a permit for a driveway. The major concern seems to be a left hand turn into traffic and he is willing to do whatever it takes to keep that from happening from his property. Mr. Lucas stated Mr. and Mrs. Griesey asked if they could have someone out there directing traffic. Mr. Griesey stated this is a horse farm and would only be used occasionally. Dillinger asked if the horse owners would be coming to visit the horses? Mr. Griesey stated they would use his driveway to come onto the property to visit. They would only use this driveway to move the horses. Mr. Locke stated we are using conservative numbers by using the posted speed limit. There is a concern in the future that if this property is sold and these commitments will not be used by future property owners. This is a bad location. Dillinger asked if the driveway could be moved further west? Mr. Griesey stated that could be a solution, the paddock is in place. Dillinger asked how much room do you have between the paddock and right-of-way? Mr. Griesey stated not 50', approximately 5'. We had discussed taking it further down and try to negotiate a drive in the west. There is a high power pole located in that area. Dillinger asked if is practical to put in a frontage road? Mr. Griesey stated that is a possibility, there is a power pole there. Someone turning right would have to negotiate a 120 degree turn into the drive. Mr. Locke asked if the paddock could have the east and west fences relocated and then bring the driveway in on your west property line? Mr. Griesey stated there is a culvert and dirt would

have to be filled in. Holt stated he shares with Dillinger that the solution lies in the existing curb cut. The effective speed is significantly higher and you have horse borders coming in that will not be familiar with the concern as you are. Holt motioned to deny Mr. Griesey's request to allow this cut to remain. Clark seconded. Clark asked what kind of expense will Mr. Griesey have to remove this drive? Mr. Griesey stated he does not know, it will be quite a bit. Clark asked how long has this drive been in? Mr. Griesey stated 30 days, maybe 45. Mr. Lucas stated he noticed it the end of July and it was finished. Dillinger stated you should have gotten a permit and you didn't? Mr. Griesey stated he thought the excavator needed to get the permit. He has since been informed either the excavator or homeowner can pull the permit. Dillinger stated he agrees with Holt and knows how dangerous that road is. Clark asked if it was possible to work with the Highway Department to come up with some solution? Mr. Griesey stated he has started working with Mr. Lucas. Mr. Locke stated if he comes off his existing drive he would not have to come back to the Highway Department. Motion carried unanimously.

#### Our Lady of Mount Carmel Traffic Beacons: (Tape 2, #251)

Mr. Paul Reis, 12358 Hancock Street, Carmel, stated he is representing Our Lady of Mount Carmel School at Oak Ridge Road and 146th Street. Mr. Reis stated we have requested from the Highway Department permission to locate two flashing beacons on either side of the right-of-way, within the right-of-way of Oak Ridge Road. We would like to require the county give the church and school at least 60 days prior notice of any roadway improvements to Oak Ridge Road. Our concern is that if the county highway department is going to be doing any improvements we would like notice. We realize that from time to time the county licenses utilities to come in and make improvements within the right-of-way. We do not look to the county to be responsible for those licensees and we will clarify that within the agreement. If the church and school does not relocate the beacon when there are improvements, then the county can proceed with the improvements and has no liability, direct or indirect for consequential damages. Finally we will agree to indemnify the county, for any legal actions that may be brought against the county in regards to the operation of this system or that it has been allowed to be located within the right-of-way. Mr. Reis stated they would like to have the recourse against the third party so it does not go against the county. Mr. Locke stated we have discussed the agreement with them. It is basically the same agreement when sprinklers or landscaping improvements are put in right-of-way. Under our current permit ordinance, everyone agrees to the permit process that it is at risk for any improvements made in right-of-way and it is important we reaffirm that through this agreement and carry the same thinking forward. We have approximately 100 of these agreements and in the next few years with sprinkler systems and signals and other improvements, which we want to work with people and allow, we need to have a uniform agreement. By making the changes they want, we would no longer have a uniform agreement. We need our people who are involved in the development of new roadway plans to know items in the right-of-way are at risk. We would attempt to notify, but if we start tying ourselves on every project we do to make sure everyone who has something in right-of-way, which may or may not be visible giving them 60 days notice, we are liable to never complete a project. We don't feel it is in the best interest to take out any of the provisions in this contract other than the provision which does not give them recourse to a third party ie: utility. We don't want to be drug into such an issue. We need to leave wording in there that protects us from any liability or any damages we might make. It is very important to have a uniform policy. Our biggest fear is having a different type of agreement with everyone who would like to have something installed in right-of-way. Clark asked Mr. Reis where do you differ? Mr. Reis stated we requested 60 days notice as a starting point. Mr. Reis stated he does not disagree with Mr. Locke's comments, but in this particular installation, it is a public safety issue. Our concern is our liability. This is a different class of improvement from the underground things. He appreciates dealing with utilities and if utilities come in and cut it, we will deal with the utilities. We need a reasonable amount of time to get our contractor out there to move these beacons if we need to. Our bottom line is that we want to know about it if it is a county authorized project. Mr. Howard stated it is our right-of-way and we have the right to say don't go in the right-of-way. The other issues are governmental issues, the costs and expense of administering a different agreement, public safety, etc. Clark asked what do our other agreements say? Mr. Locke stated we say we may notify them if we detect it. There is no notification in advance, we try to. Mr. Locke stated we tried to cover the county that if a snowplow takes out this piece of equipment or a mailbox is blown off, or we drive a post through the electrical supply, the county is not liable for that. If that is a safety issue, we would not come out and take it down. We may replace it with some other traffic control. For us to slow up

a project or maintenance would be very difficult. Clark asked if we have other schools with flashing beacons in right-of-way? Mr. Locke stated not at this time. He has been hearing rumors that we may have others wanting to do that. Clark stated she does not see any other place for flashers to be but in the right-of-way. It seems to her we need to make a special exception. Mr. Locke stated we have not said they can't be there, we are not against the beacons themselves, we have disagreements of the responsibilities, notifications and liabilities of those. Holt asked what are the beacons on the State highways? Mr. Locke stated they are State highway property. The school corporation pays to install them. Clark asked about maintenance. Mr. Locke stated he does not know. Holt asked what does the City of Carmel or Noblesville do? Mr. Locke stated he does not know. Holt asked if they were in a time bind? Mr. Reis stated school is already opened, he would like to have this in the next 30 days. Mr. Locke stated this is in a construction zone so they would probably not want them up right now anyway. Holt stated since everyone is in agreement that it is a good thing you are putting them in and as you pointed out they are different than underground sprinklers, why don't we do some investigation on how others handle these agreements and see if we can come up with a uniform form. Holt motioned to table this issue to the September 24, 2001 meeting. In the intervening time the Highway Department will look into what others are doing for agreements and if you could, Mr. Locke, would you share those with Mr. Reis and Mr. Howard and maybe there could be a consensus agreement at that time. Clark seconded. Mr. Howard asked if you see this different than sprinkler systems and the integrity of a uniform agreement is not that important to you as the policy maker for school beacons. Holt stated that is his thought. Motion carried unanimously. Clark stated she has received calls from parents about the traffic there, is it a dangerous situation on Oak Ridge Road? Mr. Locke stated he received a call from Captain Wyler, the church has decided to not do any busing so everyone is being brought in by car. Captain Wyler has visited the site and his opinion might be different from the people who are calling in with complaints as far as a major problem. Mr. Glen Ritchie stated we did away with busing because we could not afford to do it, we have an increased number of cars. The other obstacle is that Springmill is closed which increases the amount of traffic on Oak Ridge. Clark asked if this is an internal issue, are you going to handle it? Mr. Ritchie stated with all the construction going on it is difficult for us to tell how it is going to play out. Clark stated if you are looking to the county to provide crossing guards, that is not a service the county routinely provides. Dillinger stated we supply officers to Verizon Music Center, but they pay the officers on their own. Mr. Ritchie will relay that to the people who are calling.

#### Our Lady Of Mount Carmel Parking Lot:

Mr. Locke stated we have become aware that the parking lot at Our Lady of Mount Carmel is currently being installed on county right-of-way without a permit or other approval. It is both dedicated right-of-way and apparent right-of-way. It is the intent of the Highway Department to recommend to the Board of Commissioners for concurrence to start procedure for the abandonment of that right-of-way to the church and other property owners along that section of 146th Street that has been totally removed to date or is being utilized by others and is no longer needed for the county road system, both east and west of Oak Ridge Road. Holt motioned to instruct the Highway Department to begin abandonment of the right-of-way. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Biddle Road Name Change: (Tape 2, #990)

Mr. Carey Quick, 3280 West South Drive, Sheridan. Mr. Quick stated they are requesting Biddle Drive be changed back to West South Drive. There are 13 residences on that street that have signed a petition to change the name back. Dillinger asked what is the opposition to this? Mr. Quick stated they did not receive any notification of the name change. We are not opposed to Biddle's name being honored in some other way. We will have to go through the process of changing names, just like when you move, such as deeds, mortgages, etc. Dillinger asked if it was unanimous. Mr. Quick stated yes. Clark asked how did this come to the County Commissioners. Mr. Swift stated Mr. Myers wrote to the Commissioners requesting the name change. He is the grandson of the Biddle's. The representation was made that there were only one or two houses on this street. Clark stated she has no problem changing it once again. Clark motioned to change it back to West South Drive. Dillinger seconded. Holt stated he was contacted by Mr. Myers and he thought it would be a fitting tribute to his grandmother and family for the street to be named after her. It did not seem like an unreasonable request. It did come up that there were not near 13

houses on the street. When the original petition came to light and he went and drove the street and it is a very residential street and this was not a long drive to the Biddle residence which is what he had gotten the impression it was. The ramifications of reversing the position carries a significant amount of baggage as well. Mr. Quick stated they have no problem honoring Biddle's name. It was pretty offensive that we were not notified. Holt concurred and stated they should have all been notified. Holt asked if there would be merit in tabling this issue and bringing Mr. Myers into the loop to try and resolve it without any hard feelings. Mr. Quick stated this is a road outside of Sheridan. We have nothing against the Biddle's, but to do this was not the right way. Clark stated we have learned our lesson and in the future if we are going to do any kind of street change we will notify the people effected. Dillinger stated the only problem with the tabling motion is that the longer they go, the more difficult this is. Mr. Howard asked how many people have started the address change process? Mr. Quick state we are all using West South Drive. Clark stated she appreciates Holt's attempt to table but she would prefer the citizens work it out among themselves. Motion to table died due to lack of a second. Motion carried unanimously. Mr. Howard will prepare the ordinance to repeal the original ordinance. Holt asked Mr. Swift to draft a letter to Mr. Myers telling him what has taken place.

#### Brookside Subdivision Interlocal Agreement:

Mr. Howard stated the Interlocal Agreement with Westfield is a faxed copy. Mr. Howard recommended signing the faxed copy. The motion to approve was unanimous earlier in the meeting. Holt, Dillinger and Clark voted approval to sign the document.

#### Agreements: (Tape 2, #1496)

#### Strawtown Avenue Supplemental Agreement No. 3:

Mr. Locke requested approval of Supplemental Agreement No. 3, HCHD #E-95-0005 for Strawtown Avenue with Beam Longest and Neff for IDNR permitting and cost adjusting to other items. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Hamilton County Bridges Supplement No. 2:

Mr. Locke requested approval of Supplemental Agreement No. 2, HCHD #E-98-0037 for Bridges #195, #196, #197 carrying Westfield Blvd. over Cool Creek with RW Armstrong & Associates, Inc. Holt motioned to approve. Clark seconded. Motion carried unanimously.

#### Oak Ridge Road and E. 156th Street Small Structure Utility Agreement:

Mr. Locke requested approval of Utility Agreement, HCHD #M-01-0057 for Small Structure #1397-050, and HCHD #M-01-0058 for Small Structure #1397-053, Oak Ridge Road and E. 156th Street in Washington Township with Time Warner Cable. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Bridge #208 Field Drive over White River Utility Agreement:

Mr. Locke requested approval of Utility Agreements, HCHD #M-01-0056 with Indiana Gas Company and HCHD #M-01-0055 with Ameritech for utility relocation for Bridge #208, Field Drive over White River. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Concurrence with Traffic Study Correspondence:

Mr. Locke requested concurrence with the Traffic Study Correspondence. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Official Actions: (Tape 2, #1644)

#### Lantern Road and Rexham Court Regulatory Sign:

Mr. Locke requested approval of the installation of Regulatory Signs at Lantern Road & Rexham Court in Delaware Township. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Cum Bridge Fund:

Mr. Locke presented a copy of the letter that went to the County Council after Budget Hearings. We were required to decrease the Cum Bridge by \$250,000. We delayed the beginning of the design of Bridges #128 & #76. After the first of the year there is usually additional monies available again.

106th Street & College Avenue INDOT Letter:

Mr. Locke requested approval of a letter to INDOT regarding assurances that right-of-way will be acquired at 106th Street and College Avenue according to the Uniform Relocation Assistance Act. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Village of West Clay Correspondence:

Mr. Locke requested approval and signature on a letter to Brenwick Development regarding the centerline being located on Towne Road for the Village of West Clay, Section 8501. This plat was approved against the recommendation of the Highway Department. The Highway Department feels it is very important that Towne Road is back on the centerline of the roadway. Holt motioned to approve. Clark seconded. Clark stated normally when we approve a plat we are done with it, for some reason we are still discussing this one. This was not immediately adjacent and they did not show any plans on how they intend to bring Towne Road back to the centerline. We want to make sure, before they come in with any additional plats, that we are all working off the same basis of where Towne Road is going to be. This letter states we want to see those revised plans for Towne Road showing that it will be on the centerline. The plat was approved that did not include that short section of right-of-way that was adjacent to the plat approved at the last meeting. Clark stated she thought Carmel had approved everything he had. Mr. Locke stated Carmel approved the plat and the commissioners approved the plat, but the basis approving any additional plat has to be on the plan shown for Towne Road and they have not revised any of the plans for Towne Road to show that back on centerline. Clark stated it seems this is a back door way to get where we were at the last meeting. Mr. Locke stated this is to confirm to make Brenwick demonstrate that they can build Town Road on the centerline as they committed to at the last meeting. This does not change the plat that was approved. Clark stated she thought what we signed put that to rest. Mr. Locke stated it did not, they did not plat that section of right-of-way along Towne Road with that plat. Clark stated she feels uncomfortable doing this without a representative from Brenwick here to assure us this is what we agreed to. Holt stated this is being proactive. If they don't like this they can come in and talk about it. Dillinger and Holt approved. Clark opposed. Motion carried.

146th Street/US 31 Ramps Project Bid Opening Continued:

Mr. Howard stated at the time we opened the bids for the 146th Street/US 31 Ramps project we did not open the bid from Hunt Paving because of a question of pre-qualification. In conferring with the Highway Department we have determined it would be in our best interest to open the bid and read it aloud. The bid included Acknowledgment of the Addendums (3), Form 96, Bid Bond, Non-Collusion Affidavit and Financial Statement. The bid is \$479,968.18. Mr. Howard requested that bid be referred to the Highway Department for consideration with the other bids. Clark motioned to approve. Holt seconded. Motion carried unanimously.

Acceptance of Right-of-Way:

Paragus Partners:

Mr. Locke requested approval of Acceptance of Right-of-Way from Paragus Partners I, LLC. The property is on the north side of 96th Street, west of 431. They are dedicating the 75' half right-of-way that



is required by the Thoroughfare Plan and also a 30' ingress and egress easement across their property that could be connected to adjoining properties to allow the cross traffic on the property without having to come on 96th Street. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Permission to Advertise:

Resurface Contract 01-8, Various Roads in Clay Township:

Mr. Locke requested permission to advertise Resurface Contract 01-8, Various Roads in Clay Township. Holt motioned to approve. Clark seconded. Motion carried unanimously.

Ordinance 8-13-01-C, Vacation of Right-of-Way:

Mr. Howard stated he is waiting for a corrected legal description for Ordinance 8-13-01-C, Vacation of Right-of-Way. Mr. Howard asked that it be continued to the next agenda.

Deerfield Subdivision: (Tape 2, #2242)

Mr. Howard stated in mid 2000 there were questions concerning the damage in cutting of power to street lights in the Deerfield Subdivision. At that time he received a letter from Mr. Hamlet requesting costs and repairs. The lights are in right-of-way and we did not hear anything else. Now the water company is down there and the light fixtures have been damaged again. We researched the plats, Section 1 was approved in 1960, Section 2 in 1969. The right-of-way was dedicated. Today those street lights would have required a permit and an agreement similar to the sprinkler agreements. We have no indication whether the lights existed at the time the plats occurred, whether they were installed by the owner subsequent. They are in violation of our right-of-way ordinance, but whether they existed at the time of that ordinance or one of its predecessor we don't have any knowledge of that. Mark Fisher has researched the minutes to see if there was approval of installation of the lights. There was nothing in the minutes that accepted right-of-way that stated that the lights were there or were not there. The lights are there, they were damaged by our contractor. Their contract does not require them to tiptoe around them because they are encroachments in the right-of-way. Whatever you do would be subject to entering into an agreement with the association that made sure that perspective these lights are like anything else in right-of-way. If those lights pre-existed our ordinance and they were permitted, our standard of care would be reasonableness. Mr. Locke stated the lines were located underneath the curb sections that were removed and replaced as part of our contract. They are not part of the locate system, there was no knowledge they were located there. Clark asked when were the streets taken into the county? Mr. Howard stated with the original plats, 1960 for Section 1 and 1969 for Section 2. Clark asked if they have to bring them up to code before they were accepted into our inventory. Mr. Fisher stated the second section was in 1969, they were accepted into our inventory. Clark stated whom ever was doing the curbs attempted to repair these lines, which led the homeowners to believe that there was some responsibility on our side. Mr. Fisher stated the contractor did try to fix it, even though they had no obligation to do that. Clark stated according to the homeowners the light company is going to repair whatever they broke. Is there any way to resolve this? Mr. Howard stated we are waiting direction from the Commissioners. Clark stated the cost was approximately \$3,000 to repair. Mr. Fisher stated that contract was accepted and let last year and there is no way we can go back on the contractor. Mr. Howard stated we did not notify the contractor that he had to go around something that we did not know existed. Mr. Locke stated this is the exact situation we have talked about earlier and the reason he has a hard time with an agreement that gives us liability because we could spend thousands of dollars in subdivisions repairing these things. Clark stated the reason she thought this was a different situation is that she was under the impression that in the late '80's these streets had to be brought up to county standards before they were accepted into our inventory and that is not the case. Clark stated she does not have all the facts and can she table this and bring the people in to the next meeting? Clark stated she thinks they participated in the funding to have them paved. Clark stated perhaps she was wrong and we don't have to do anything unless you gentleman want to. Clark stated she thought they were taken into the inventory in 1988 and the lights were there. Mr. Howard stated we don't know when the lights were there. Holt stated he would like to agree to pay in exchange to an agreement that we will never pay again. Mr. Howard stated or pay part of. Holt motioned to offer \$1,500 in repair in exchange for an agreement of hold harmless. Send the

agreement with the offer letter. Clark seconded. Motion carried unanimously.

#### Highway Project Status:

Mr. Locke asked if there is any discussion regarding the project status distributed at the last meeting or is there any other information you would like to see in that report? Dillinger stated it was a good report. Dillinger asked to wait until the next meeting to discuss it.

#### 256th Street:

Holt stated he has an issue on 256th Street between Gwinn and the bridge over Little Cicero Creek. There was a fatality a week ago and he asked Mr. Stevens to have the engineering department look into that in terms of additional warnings and he was hopeful it could be ready for today's meeting for recommendation. Mr. Chris Burt has looked into that, but has not had a chance to discuss it with Mr. Locke. Mr. Burt stated the signs currently there are correct. At the west portion of the curb we could install large arrow signs and a guardrail would be appropriate. Holt stated this is a 60' embankment and a car left the road, went into the creek and was not found for some time. If there is a guardrail, cars would have more difficulty leaving the road. Holt motioned to install guardrail and large arrow at 256th Street on the west bank of Little Cicero Creek. Clark seconded. Motion carried unanimously.

#### Bid Award:

#### 146th Street US 31 Ramps Project:

Mr. Locke stated the bids for the 146th Street/US 31 Ramps Project have been reviewed and they recommend it be awarded to Dave O'Mara Contractor, Inc. in the amount of \$409,212.00. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Warner Trail & Merrimac - Study of Three-Way Stop:

Holt stated he received a copy of an e-mail sent to Sharon Clark from Rick McKinney requesting a study of a three-way stop at Warner Trail and Merrimac. Mr. Locke stated that is still under investigation. Clark asked as well as the speed limits on 156th Street? Mr. Locke stated yes.

Dillinger called a break at 3:20 pm. Dillinger called the meeting back to order at 3:35 pm.

#### Build Indiana Application: (Tape 2, #3111)

Ms. Kathy Richardson requested approval and signature on a Build Indiana Application for monies for the 4-H Grounds Show Arena. Holt motioned to sign on as the funding agency. Clark seconded. Motion carried unanimously.

#### Ordinance 5-29-01-C, Exempt Employees: (Tape 3, #1)

Ms. Randall stated the Hamilton County Council passed Ordinance 5-29-01-C with the revision of adding Bridge Engineer, Transportation Development Engineer and Project Manager to the list of exempt employees. The Council would like to re-address the compensation of these positions rather than deem those positions as non-exempt. Clark asked on what grounds do they deem these people deserve more compensation? Ms. Randall stated they would like for the firm of Waggoner, Irwin & Scheele to conduct some research and seek local engineering firms and other county entities to compare the compensation packages. Mr. Locke did give a listing to the Council and Commissioners. They would like those figures to be reaffirmed. Clark asked if this is not what our consultant did originally? Ms. Randall stated yes. Mr. Howard stated we met with Kent Irwin and Mr. Irwin pointed out that while these people are set at the median amount, his study has a substantial range. Ms. Randall stated two of the positions are EXE B minimum is \$51,520.00, midpoint is \$57,244.00 and maximum is \$74,417.00. The Project Manager position is EXE C, minimum is \$57,092.00, midpoint is \$63,436.00 and maximum is \$82,467.00. Mr. Howard stated Mr. Irwin has pointed out that those high numbers are more than adequate to justify the types of raises that the Highway Department had talked about in order to bring these people up, given

their existing overtime. He also pointed out that this was normal and part of what he was looking at in the study. This is a situation where you have a limited number of people and a high demand for these types of positions. In order to eliminate job turnover there would be situations where the raises could go up. The numbers we are talking about for raises, if they went into exempt are \$6,000.00, which would be well within the range of the existing study. Having them do another study, if the study comes back exactly what he says, he will say it could justify ranges far in excess of anything that they have talked about. You would be reinventing the wheel. Maybe we should have Mr. Irwin write a letter reaffirming what he told us. Ms. Randall stated they would like to have a recommendation from Waggoner, Irwin & Scheele and myself. Clark asked if we did not have recommendations from the consultant for salaries? Ms. Randall stated yes. Clark asked if that was done at an investigative level, comparable to salaries elsewhere. Clark stated she fails to see what has changed that position. Ms. Randall stated the compensation study allowed a range. Within that range allows both the elected official or department head and/or Personnel and County Council to have flexibility. If you do have issues regarding retention it does allow you to address flexibility and going up to the maximum. That is why we have a range between midpoint and maximum. If there are proven retention issues, it allows you to have additional compensation added. Clark asked if this has not been raised by any of the other 34 positions that are being changed from non-exempt to exempt? Ms. Randall stated this has not been raised. Clark asked if it is only with these 3 positions? Ms. Randall stated yes. She did send each of the commissioners a grid showing the amounts of the pay ranges and the amounts for 2001 salaries. Ms. Randall stated she has not received the 2002 salary requests, so she could not do a comparison without that. All of the positions are within the range for each classification. The three in question are above midpoint with the requests that Mr. Locke presented to County Council for their 2002 salary request. Clark asked if it is correct that we currently have no policy in place concerning these 34 positions? Ms. Randall stated no we do not concerning all 71 positions. Clark stated she thought we had one for the first 43 positions? Ms. Randall stated there was a stay placed on it in 1998. Dillinger stated he thinks we should amend our salary ordinance to exclude the Council from being part of the approving body. The statute does not require them to be. Mr. Howard stated at the time of the Personnel Policy there were issues concerning whether or not certain components of government would be bound by the Personnel Policy. We resolved that question by saying if it is a condition of payment, which the fiscal body approves, that you comply with the Personnel Policy then we will get there. The seminars make it clear that as to the general personnel policy that is an executive decision. If we approve a new personnel policy, that would be an executive decision. There could be some issues with other branches by not making it a condition of payment, condition of the salary ordinance. The other recourse would request certain positions be raised within the ranges set out in the Waggoner, Irwin & Scheele study. Holt asked Mr. Locke what did he do in his salary request? Mr. Locke stated we gave them their normal raise plus there was 6.7% included in addition to that. If this ordinance stays passed as currently passed we would reduce the 6.7% out. If it changes to the Council version we would have left it in. He is not sure what the Council did during the budget hearings. Ms. Mills stated they currently left it in to see what happens today. Mr. Howard asked if the preliminary budget puts in the 6.7% increase in lieu of the comp time or overtime? Mr. Locke stated that was the third option because of what the other firms pay. Holt stated either body can make a move and bring this to closure. The issue for us is our preference of the 6.7% additional or the version as we passed it. Mr. Howard stated you may want to pass a resolution in the event the salary ordinance is passed at the level, then it would be your intent to approve the ordinance as they amended. Mr. Locke stated that salary should go into effect as of the effective date of this ordinance, not the first of the year. They need to revise their forms for this year and add additional money for the rest of this year. Clark asked if they will get the 2002 salary now? Mr. Howard stated no, they will not have their base increase, just the 6.7%, which is the overtime. Mr. Locke stated they will get the 6.7% increase, effective on the same day this ordinance goes into effect. Clark stated in addition to the 2001 salary? Mr. Howard stated right. Clark asked if it will not be retroactive until the first of the year? Mr. Locke stated it would only go to the date that this ordinance would go into effect. Mr. Howard stated the date they quit getting time and a half, they will get the 6.7%. Ms. Mills suggested they talk to someone from Personnel Committee or County Council regarding the 6.7% when the ordinance goes into effect. Ms. Randall stated she thinks the Council was thinking it became effective on the first pay in January. Mr. Locke stated they would not have any problem with that if that is when the overtime ordinance goes into effect. Mr. Howard stated he is sympathetic to your issue, but the overtime ordinance needs to go into effect as soon as possible. Holt motioned that we agree to accept the Council version of the ordinance so long as they leave the 6.7% additional compensation in the Highway

compensation package. Clark seconded. Dillinger asked for this year? Holt stated he was going to leave it general for discussion. Clark stated her concern is the repercussions with the other 31 employees. She appreciates what counsel has said, consequently she is ready to move forward. Dillinger stated he is not ready to compromise and will not vote for it. Holt and Clark approved. Dillinger opposed. Motion carried.

Dillinger asked when do we address when that takes effect? Mr. Howard stated when you get to the personnel policy and prepare the amended 144's. Clark stated she thought the question was when does this policy take place? Dillinger stated no, when does the 6.7% raise take effect. Clark asked if there is anything we can do to expedite the policy in place? Holt stated it is being recommended that the Personnel Committee needs to meet on that issue and discuss it. Mr. Howard stated if they stay in the Personnel Committee needs to meet immediately to discuss what happens with the effective date of this ordinance until the first of the year. Ms. Randall will try to set a meeting as soon as possible. Dillinger asked what if the recommendation is not to start it until the first of the year? Holt stated we are counting on you, as our representative to the Personnel Committee, to be persuasive. Clark stated she supported Holt's motion was because she thought it would be immediate. We need to get a policy in place. Dillinger asked if this still comes back to us? Mr. Howard stated yes, you did not pass the ordinance, you resolved to pass the ordinance.

#### Spanish Classes:

Ms. Randall requested permission to allow two beginning and one advanced Spanish Class which will begin September 10 thru November 26, 2001 on Mondays and Wednesdays. Ms. Randall stated there are 23 individuals interested in the beginning class and 7 individuals interested in the advanced class. The employees will receive no payment for class time. She will request permission from the County Council for a one time \$500.00 stipend for any employee who finishes the class. These classes have been very beneficial to employees for communication with the Hispanic community. Dillinger asked what is the cost? Ms. Randall stated if we have three classes they are \$5,200.00 each, if there are two classes they are \$5,500.00 each and if there is one class it is \$6,000.00. This includes development, instruction and textbooks. If the class time is approved she will send a notice to each office holder to ask they make a commitment and then we will divide the costs per participant. The County Council has agreed to pay for the advanced class, so those employees will not have to have those funds deducted from their department budget. Holt motioned to approve. Clark seconded. Motion carried unanimously.

#### Key Bank Employee Benefit Trust:

Ms. Randall requested approval and signature on a letter to Key Bank Victory Capitol Management to terminate Hamilton County's Employee Trust and Checking Account. We have moved most of the money to MetroBank several months ago. We only have a few checks which have not cleared. The management at Key Bank would like to turn off the Victory Financial Reserve Fund, effective August 28, 2001. At that time the County Auditor will submit a request to transfer the balance of the trust account to Metro Bank. There is currently a balance of \$57,446.00. At that time they will add additional interest and subtract the fees. Holt motioned to approve. Clark seconded. Motion carried unanimously.

#### Coat Exchange:

Ms. Randall requested permission to conduct a kids coat exchange for county employees. This exchange would benefit all employees, especially single parent households. Upon approval she will send out a notice requesting all donations be delivered prior to September 24th. Donations will be displayed in the absentee voting room. All items will be available Monday, September 24th thru Friday September 28th. Employees will not have to make a donation in order to retrieve a coat selection for their children. Any items left will be donated to a non-profit organization such as Third Phase or Prevail. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Commissioner Committee Reports: (Tape 3, #779)

#### E911 Central Communication Center:

Clark stated last year the E911 Review Board requested a central facility. It is obvious this is not going to happen. Her concern is for the citizens outside the incorporated cities of Carmel and Noblesville are at risk for health, safety and welfare. She will send this concern, via letter, to these residents. She would like consensus from the Board of Commissioners on this letter. It is her understanding that people are not aware of the transfer of their emergency calls. She finds this delay a risk. The estimated costs of sending this letter is \$2,895.00. Holt asked how much is the delay? Clark stated in her case it was about 30 seconds. Holt asked if you are on hold, waiting for the county to pick up the line? Clark stated no, she is not on hold. She is explaining to one dispatcher her emergency and she has to explain it again to the second dispatcher. The delay comes in the transfer and the explanation once again. Holt stated he did not know that could happen. Clark stated she did not either, until she had a fire. Holt asked what does the E-911 Committee say about the delay? Clark stated it is a fact, it is the way the dispatching is done in Hamilton County. Holt asked if there is no technological way to fix this? Clark stated yes, it would be fixed with a central dispatch system. Holt asked if you don't have a fix, what do you accomplish by sending this letter? Clark stated she is trying to point out her concern for the health, safety and welfare for these residents. They can bring more pressure for a central facility or seek other remedies. Holt asked what are the other remedies? Clark stated annexation or centralization. Holt stated if you were annexed you would not have this problem? Clark stated that is right. Dillinger stated to his knowledge there is no established history of delays that have caused problems. Clark stated if it had been dry it would have been an incredible issue in her neighborhood. Dillinger stated he does not know how 15 or 20 seconds would have made a difference. Clark stated it may not, her concern is she does not know how quickly fires move. In a medical emergency seconds make a difference. Clark stated the citizens need to understand the situation. Dillinger stated he lives outside the corporate city limits and if he received this letter he would wonder what you are trying to accomplish. Clark stated she wants to go on record as establishing her concern. Dillinger asked if the paper could report this? Clark stated she feels strongly enough about this that she will target some neighborhood residents herself if we don't come to a consensus. Dillinger stated he does not know if he shares her view that it as bad a situation that is indicated. Clark stated she does not know how bad it is, she does not want to be in the position of a citizen wanting to know why it took so long to get help. Dillinger asked how does this letter correct this? Clark stated it helps them understand that they have two choices, get their officials to come together and find a solution. This effects 18% of the people in the County. Holt stated those people's officials are us and we supported central dispatch. If the officials are us and we supported it last year and it did not happen and the other option is annexation and he does not know why all the taxpayers in Hamilton County should fund an effort to encourage unincorporated areas in Clay Township to work harder to be annexed. He does not see the logic of that being our role. Clark stated she understands and that is what we are about to make that call. Clark stated she will pursue this.

#### IQuest Request:

Clark stated the Commissioners received a request from the ISS Department that IQuest was making a proposal to allow county employees to participate in a discount for Internet service. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### E911 Review Board:

Clark stated the RFP's for the E911 Review Board Needs Assessment for Street Centerline and Address Range Data are being repaired and distrubted. The RFP's will be opened October 8, 2001.

#### Lantern Road Home: (Tape 3, #1299)

Mr. Kiphart stated, regarding the Mary Ellen Smith house on Lantern Road, the lawn has been mowed and that is all within the last 2 months. He sent a letter on August 9, 2001 to Ms. Smith with copies to her father and asked for permission to be able to get into the house to see what damage had been done due to the openings in the roof, so if it was the Commissioners decision to go ahead and have anything done to the house, we would know what the cost would be. The deadline for her to respond was August 17, 2001. He has heard nothing. By the State unsafe building code, the next step would be to go to court to get an injunction to force her to allow us to go in with an architect and to come up with a bid proposal of what the repairs would cost and to protect the house from further damage by weather

conditions. He has spoken with her relatives who have helped in the past. The relatives have stated no one can do anything about it and they are not going to help her anymore. Mr. Kiphart recommends Mr. Howard get a court order to go in and do an inspection to determine if it can be repaired, get estimates and then hold a hearing on whether or not to issue bids to repair or demolish. Holt so moved. Clark seconded. Motion carried unanimously.

Clark stated we have another house in Holiday Hills in Clay Township. Mr. Kiphart stated he is working on that. That has been issued an order. If nothing is done it will be at the next Commissioner's meeting.

#### Veteran's Death Benefits: (Tape 3, #1468)

Mr. Wayne Long showed the Commissioners the 50th Anniversary of the Korean War Flag which will be flown at the courthouse. We have not decided exactly where it will be flown, he is working with Mr. Swift on the location.

Mr. Long stated he presented his 2002 Budget to the County Council and he mentioned that we pay a \$100.00 stipend to deceased veteran in Hamilton County and also \$100.00 for their spouse upon their death. By law we are only required to pay the \$100.00 to the veteran or spouse. When that was presented to the Council, they mentioned making it \$500.00. Mr. Long stated they concurred that the County Commissioners need to approve that. Mr. Long stated he supports the \$500.00. His concern is that he is not sure we should pay another \$500.00 stipend to the spouse upon their death. The Council did not shy away from that, but he questions if that is something we want to do. Mr. Long stated we should continue to pay the \$100.00 to the surviving veteran or spouse, whichever comes last and pay the \$500.00 stipend to the spouse if they die first and \$100.00 to the veteran or pay \$500.00 to the veteran and \$100.00 to the spouse. Whichever seems most appropriate. One of the problems we have is trying to establish residency. If someone dies in a nursing home, the address of the nursing home is used. This is a Hamilton County benefit that should not go to other veterans from other counties. He would suggest we use a six months residency. About 1/3 of his budget is for burial of veterans or widows. This year we have spent \$16,000.00 to date. If this is accepted we would have to have a budget of approximately \$120,000 to \$130,000 a year in that line item. The Council was agreeable to an additional appropriation and start it immediately. Holt motioned this to be tabled to the next meeting and anyone who has a thought could share it with Wayne before the next meeting. Clark seconded. Motion carried unanimously.

#### Attorney:

#### Ordinance 8-27-01-A, Payment of Claims:

Mr. Howard stated our legislature has put into law that if there is a budget and claims are in proper order and you have an ordinance authorizing payment of those claims, the Auditor can pay them and then the Commissioners can approve the claims at the next meeting. Mr. Howard and Ms. Mills reviewed the list and came up with payroll, state and local income taxes associated with payroll and utilities. Mr. Howard requested approval of Ordinance 8-27-01-A, Payment of Certain Claims Without Prior Approval by the Board of Commissioners. Holt motioned to suspend the rules in order to consider Ordinance 8-27-01-A. Clark seconded. Motion carried unanimously. Holt motioned to pass Ordinance 8-27-01-A on first reading. Clark seconded. Motion carried unanimously.

#### Verizon Wireless Music Center Traffic Control:

Dillinger stated he spoke with Dave Lucas from Verizon Wireless Music Center and they have come up with ideas to help with the concert traffic. Their intent is to make the following changes: at the main gate they will have 2 lanes going in and 2 lanes going out, during bigger shows they intend to use 1 of the outbound lanes giving us a total of 3 lanes in. They intend to identify the shows that they believe will do 20,000 or more in attendance prior to going on sale. They will tack on a service parking fee on these tickets. This should help facilitate parking on the larger shows. They also intend to charter a plane to review the traffic coming in to the center to identify problems or opportunities to help with parking. They have asked us to talk with the State regarding the possibility of closing or make SR 238 between I-69 and

their gate one way going in and going out during a 20 or 30 minute period. Dillinger stated he does not know if that is possible. He has spoken with the State. We are setting a meeting to review this before next year's season. Clark asked if they are going to do any construction of roads? Dillinger stated we are trying to get them involved in the 146th Street extension.

Administrative Assistant: (Tape 3, #2073)

Homecoming Hog Roast:

Mr. Swift stated last year you permitted a hog roast on the courthouse lawn on Homecoming Friday, which is September 21st this year. The same organization has requested to do this again this year. Clark motioned to approve. Holt seconded. Motion carried unanimously.

Auditor: (Tape 3, #2101)

Resolution 8-27-01-1, Cum Bridge Levy:

Ms. Mills requested approval of Resolution 8-27-001-1 requesting the Cum Bridge Levy be set at a level equal to \$475,000 for 2001 pay 2002. Clark motioned to approve. Holt seconded. Motion carried unanimously.

Clerk of the Circuit Court Monthly Report:

Ms. Mills requested acceptance of the Clerk of the Circuit Court's Monthly Report for July 2001. Clark motioned to approve. Holt seconded. Motion carried unanimously.

Liability Trust Claims:

Holt motioned to approve the Liability Trust Claim payable to The Hartford for \$622.85. Clark seconded. Motion carried unanimously. Ms. Mills requested approval of Liability Trust Claim payable to Baynes & Shirey for \$860.90. Holt motioned to approve. Clark seconded. Motion carried unanimously. Ms. Mills requested approval of Liability Trust Claim payable to Stephenson Daly Morrow & Kurnik for \$5,269.00. Holt motioned to approve. Clark seconded. Motion carried unanimously. Ms. Mills requested approval of Liability Trust Claim to Stephenson Daly Morow & Kurnik for \$13,130.00. Holt motioned to approve. Clark seconded. Motion carried unanimously. Ms. Mills requested approval of Liability Trust Claim to Stewart Richardson & Associates for \$579.00. Clark motioned to approve. Holt seconded. Motion carried unanimously. Holt asked if we should ask our insurance carrier to keep us up to date? Holt would like to see the monthly reports generated by The Hartford and Gallagher Bassett. Holt stated he would like to meet with the insurance carrier semi-annually.

Acceptance of Bonds/Letters of Credit - Drainage Board:

Ms. Mills requested acceptance of Bonds/Letters of Credit for the Drainage Board. 1) HCDB B01-022 - Developers Surety and Indemnity Company #886580S for Estridge Development for High Grove, Section 2 Erosion Control in the amount of \$11,951.00. 2) HCDB L01-008 - Sentry Financial Corporation #AM 814-01 for Adams & Marshall, Inc. for Vestal Ditch Reconstruction in the amount of \$72,750.00. 3) HCDB L01-009 - Fifth Third Bank #SB12944 for The Marina Limited Partnership for Canal Place Subdivision, Section 4 monumentation in the amount of \$4,000.00. 4) HCDB L01-010 - Fifth Third Bank #SB12945 for The Marina Limited Partnership for Canal Place Subdivision, Section 4 storm sewers and subsurface drainage in the amount of \$204,600.00. 5) HCDB L01-007 - Bank One #32298000 for Home Depot USA, Inc. in the amount of \$190,003.00 for reconstruction of drainage ditch. 6) HCDB L01-007A - Bank One #32298000 for Home Depot USA, Inc. in the amount of \$190,003.00 to amend original Letter of Credit. 7) HCDB L01-011 - Union Planters Bank Letter of Credit #L013696 for Camden Walk LLC for Windsor Grove Subdivision, Section 1 erosion control in the amount of \$22,000.00. 8) HCDB L01-012 - Union Planter Bank Letter of Credit #L013697 for Camden Walk LLC for Windsor Grove Subdivision, Section 1 monuments and markers in the amount of \$3,900.00. 9) HCDB L01-013 - Union Planter Bank

Letter of Credit #L013698 for Camden Walk LLC for Windsor Grove Subdivisions, Section 1 in the amount of \$145,000 for storm sewers and subsurface drains. 10) HCDB B01-021 - Developers Surety and Indemnity Company #886579S for Estridge Development Company, Inc. for High Grove, Section 2 storm sewers and subsurface drains in the amount of \$38,285.00. 11) HCDB B01-025 - Fidelity and Deposit Company #085050149 for Brenwick TND Communities, LLC for Village of West Clay, Section 8501 monumentation, erosion control and storm sewer in the amount of \$10,110.00. 12) HCDB B01-023 - Fidelity and Deposit Company #08505147 for Brenwick TND Communities LLC for Village of West Clay, Section 3001-A, Block "J" for monumentation, erosion control and storm sewer in the amount of \$33,592.00. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Release of Bonds/Letters of Credit - Drainage Board:

Ms. Mills requested approval of release of Bonds/Letters of Credit for the Drainage Board. 1) HCDB - B980023 - Ohio Casualty Group Performance Bond No. 3-468-836-7 for the extension of the Sail Place Drain in the amount of \$2,500.00. 2) HCHD B980024 - Ohio Casualty Group Performance Bond No. 3-468-837-7 for the extension of the Sail Place Drain in the amount of \$2,500.00. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Vendor Claims:

Ms. Mills requested approval of Vendor Claims to be paid August 28, 2001. Clark motioned to approve. Holt seconded. Motion carried unanimously.

#### Payroll Claims:

Ms. Mills requested approval of Payroll Claims for the period of August 4-18, 2001 to be paid August 31, 2001. Clark motioned to approve. Holt seconded. Motion carried unanimously.

Holt motioned to adjourn the meeting. Clark seconded. Motion carried unanimously. Meeting adjourned at 4:45 pm.

#### Commissioners Correspondence:

Humane Society Letter from Dick Frost

Village of West Clay Letter from Tom Stevens

Proposed Ordinance 5-29-01-C Letter from Tom Stevens

#### Highway Department Press Releases:

Stop Signs for Cottingham Estates Subdivision

Stop Signs for 156th Street & Springmill Road

Phase II Storm Water Letter from Commonwealth Engineers

INDOT Notice of Annual District Public Meeting

Beam Longest & Neff Notice of Transmittal:

Bridge #208, Field Driver over White River

Notice of Public Hearings - Town of Fishers;

116th Street West of Olio Rod

IDEM Notice of Sewer Permit Applications:



Geist Bay Estates - Fishers

Mill Grove, Section 4 - Noblesville

The Bristols, Section 1C - Fishers

Mill Grove, Section 3 - Noblesville

Royalwood South, Section 1 - Fishers

Spyglass Falls, Section 3 - Fishers

Sandstone Meadows, Section IV - Fishers

Idlewood, Section 1 - Fishers

Countryside, Section 5A - Westfield

Windsor Grove - Carmel

Village of West Clay, Block J - Carmel

Cherry Tree Meadows, Section 1 - Noblesville

IDEM Notice of Appeal Rights:

Crest View, Section 4 - Westfield

IDEM Notice of Decision - Permit Approval:

Mobil Oil Corporation - Carmel

Present:

Steven C. Dillinger, Commissioner

Steven A. Holt, Commissioner

Sharon R. Clark, Commissioner

Robin M. Mills, Auditor

Kim Rauch, Executive Secretary to Auditor

Fred Swift, Administrative Assistant to Commissioners

Michael A. Howard, Attorney

Wayne A. Farley, Sheriff's Deputy

Les Locke, Highway Engineer

Amy Rayle, Highway Public Service Representative

Virgina Hughes,- Administrative Assistant to Highway Engineer

Jim Neal, Highway Project Engineer

Dave Lucas, Highway Inspector  
James Farrell, Highway Inspector  
Steve Broermann, Highway Technical Engineer  
Mark Fisher, Highway Technical Engineer  
Christopher Burt, Highway Staff Engineer  
Tim Knapp, Highway Right-of-Way Specialist  
Matt Morasch, Transportation Development Engineer  
Matt Knight, Highway Staff Engineer  
Mike McBride, Small Structure Staff Engineer  
Dustin Teachnor, Highway Assets Manager  
Faraz Hahn, Highway Department  
Kate Lewis, Ledger  
Dick Frost  
Edward Butros, Bid Opening  
Scott Warner, Buildings & Grounds  
Sally Wilson, Treasurer  
Barbara VanWyck, Shelborne Road Extension  
Floyd Burroughs, Floyd Burroughs & Associates  
Rick Brost, Fox Contractors  
BOARD OF COMMISSIONERS  
Ken Walker, Milestone Contractors  
Dan Grekskamp, American Consulting, Inc.

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Clint Sparks, American Consulting, inc.

Chuck Janulavich, Hunt Paving Co.

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Darin Griesey, 10111 E. 206th Street

Paul Reis, Our Lady of Mount Carmel

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Glen Ritchie, Our Lady of Mount Carmel

BJ Casali, ISSD

Larry Stout, ISSD

APPROVED

HAMILTON COUNTY

ATTEST:

Sheena Randall, Human Resources

Polly Pearce, Court Administrator

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Wayne Long, Veterans Administration

Robin M. Mills, Auditor

Kathy Richardson

Dawn Coverdale